

OCTOBER 4, 2005 AGENDA REPORTS

Agenda Item No. 4a.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0869

TO: Mayor and City Council Members

SUBJECT: Petition to pave 37th Street North, from Maize to Manchester (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On July 12, 2005, the City Council approved a Petition to pave 37th Street North, from Maize to Manchester. Based on recent bid prices, it is doubtful that a construction contract can be awarded within the budget set by the Petition. The developer has submitted a new Petition with an increased budget. The signatures on the new Petition represent 100% of the improvement district.

Analysis: The project will provide paved access to a new residential development located north of 37th Street North, west of Maize.

Financial Considerations: The existing Petition totals \$56,000. The new Petition totals \$81,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 4b.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0870

TO: Mayor and City Council Members

SUBJECT: Petition to pave streets in Krug North and Krug North 2nd Additions (north of 21st, west of 143rd St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On August 2, 2005, the City Council approved a Petition to pave streets in Krug North and Krug North 2nd Additions. Based on recent bid prices, it is doubtful that a construction contract can be awarded within the budget set by the Petition. The developer has submitted a new Petition with an increased budget. The signatures on the new Petition represent 100% of the improvement district.

Analysis: The project will provide paved access to a new residential development located north of 21st, west of 143rd St. East.

Financial Considerations: The existing Petition totals \$495,000. The new Petition totals \$565,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 4c.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0871

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Storm Water Drains in Copper Gate North Addition (north of 13th, west of 135th St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On October 12, 2004, the City Council approved a Petition to construct a storm water drain to serve Copper Gate North Addition. The developer has submitted new Petitions that split the original project into two phases to conform to the current home sales rate. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will serve a new residential development located north of 13th, west of 135th St. West.

Financial Considerations: The project budgets total \$245,000 with the total paid by special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Agenda Item No. 4d.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0872

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer Main to serve an area along 135th St. West, between Central and 21st (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by two owners representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer main service to a developing residential corridor along 135th St. West, between Central and 21st Street.

Financial Considerations: The Petition totals \$3,600,000, with \$3,321,000 paid by the Sewer Utility and \$279,000 assessed to the improvement district. City Council policy provides that sanitary sewer mains are funded 50% by the Sewer Utility and 50% by special assessments. However, much of the service area for this project is currently outside the City limits and cannot be assessed at this time. Sewer Main Benefit fees will be assessed to the area as it develops and will recover a large part of the Utility's share the project cost.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the authorizing Resolution, adopt the Resolution authorizing revenue bonds, approve the notice of intent to issue revenue bonds and authorize the necessary signatures.

AGENDA ITEM NO. 4E.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0873

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving improvements in Fox Ridge Addition (north of 29th St. North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by three owners, representing 100% of the improvement districts.

Analysis: The projects will provide paving improvements in a new residential development located north of 29th St. North, west of Tyler.

Financial Considerations: The Petitions totals \$537,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

Agenda Item No. 4f.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0874

TO: Mayor and City Council Members

SUBJECT: Petition to construct Paving and Water Improvements for Falcon Falls 2nd Addition (north of 45th St. North, west of Hillside) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: The project will provide paving and water improvements to a new residential development located north of 45th St. North, west of Hillside.

Financial Considerations: The Petition totals \$1,957,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 7a.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0875

TO: Mayor and City Council

SUBJECT: Easement Encroachment Agreement (District II)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the Easement Encroachment Agreement.

Analysis: The Agreement allows Thomas D. White to occupy and construct, improvements on, over, and across a platted 8 foot utility easement described as the south 8-feet of Lot 1, Block 4, Second Addition to Vickerage, hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement. The improvement is inground swimming pool equipment in above said easement. The Agreement allows the City to be held

harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

Financial Considerations: There are no financial considerations.

Legal Considerations: The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item No. 7b.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0876

TO: Mayor and City Council

SUBJECT: Replace Power Service in the Wellfield

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve three Agreements with Westar Energy to replace power service in the wellfield to the primary meters at the Halstead and Bentley Water Wells and install seven and one-half miles of overhead primary line.

Background: The City owns and operates over 44 miles of overhead power lines that provide electrical service to the water supply wells in the Equus Beds. A Supplemental Agreement was approved with Burns & McDonnell Engineering on June 28, 2005, to design improvements to the electrical supply system that will be constructed as part of Phase I of the Aquifer Storage and Recovery Project.

Analysis: The City connects to Westar Energy at two locations in the wellfield, but the overhead electrical distribution system that transmits power to the water supply wells in the wellfield is

owned and operated by the City. The electrical supply system that serves the City's wellfield was designed and built to a higher standard than normally used in rural areas. The higher standard of the system increases the reliability of the electrical system, thus increasing the reliability of the supply wells.

During the ice storm that occurred January of 2005, several weaknesses were found in the connections from Westar to the City's electrical system. The intent of the work in these Agreements is to remedy this. Proposed improvements include upgrading approximately five miles of overhead power lines, new transformers, and equipment that will facilitate the use of emergency generators to power some of the wells.

The three Agreements set forth the legal structure for the City to replace a portion of Westar's electrical system where the City connects to Westar. The City will hire a contractor to install approximately two miles of new, higher grade power line, and remove approximately two and one-half miles of existing power line, plus other improvement to the connection sites.

Financial Considerations: Construction of the electrical improvements is estimated to cost approximately \$740,000 and will be included as part of the Phase I ASR project. The project is funded from

CIP W-549, Water Supply Plan Phase III, which has available funding of over \$7.6 million.

Legal Considerations: The Law Department has approved the Agreements as to form.

Recommendations/Actions: It is recommended that the City Council approve the Agreements with Westar and authorize the necessary signatures.

Agenda Item No. 7c.

City of Wichita
City Council Meeting
Date October 4, 2005

Agenda Report No. 05-0877

TO: Mayor and City Council Members

SUBJECT: Cost Sharing Agreement for
Improvements to Interactive Fountain in Riverside Park (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement

Background: On February 4, 2003, the City Council approved increasing the budget for improvements to Riverside Park from \$5,000,000 to \$5,450,000 and awarding the contract (excluding street work) to Robl Construction, Inc. That contract has been completed with minor exceptions that are being resolved.

An element of the architect's design was a large interactive fountain in Celebration Plaza. Completed in the spring of 2004, the fountain included a water storage reservoir under the plaza of 350 gallons and vaults that were installed in the ground nearby containing the pumps, filters, controls, etc. When operated as designed during the summer of 2004, the fountain was unable to maintain proper water sanitation levels, so extraordinary measures were taken by Public Works personnel to operate the fountain safely. It was determined that the primary problem with the fountain was its having an inadequate water storage capacity for maintaining safe and stable chlorine levels. The fountain has not been operated in 2005.

Analysis:

The Riverside Park fountain was designed by Roman Fountains, a subcontractor to Wilson Darnell Mann, architects of record for the project. Utilizing large interactive fountains for public recreation in lieu of swimming pools is a relatively new concept, and the City did not have a code governing interactive fountains at the time the fountain was designed. The City's position was to trust in the knowledge and experience of the fountain designers, as this company has previously designed many such fountains across the country. While operating the fountain in 2004, water quality and safety issues arose. As a result of our investigation, it was learned that a code developed in California for interactive fountains was becoming the model for the industry, and under that code, the minimum water storage reservoir would have been 4,000 gallons. The Department of Environmental Services has since developed a similar code which Council adopted on May 10, 2005, as Ordinance 46-592.

The City's position has been that the fountain designers should have been aware of the importance of the water quality issues and designed the Riverside Park fountain accordingly. It was agreed through negotiation that the water storage, pumping, filtering and sanitation portions of the fountain design were improper and that corrections must be made to the fountain for it to comply with the model code and the new City Ordinance 46-592. It was further agreed that the architectural team would be financially liable for all corrections to bring the fountain into compliance above and beyond what it would have cost the City to construct the fountain properly under the original construction contract.

A design was developed to construct a 4,000 gallon water storage tank near the fountain with additional pumping, filtering and sanitation equipment that tied into the existing piping systems. This was done to avoid disrupting the existing fountain deck paving, lighting, etc., and to control costs. The design was bid with cost breakdowns so that the City could be credited for money spent in the original design for components that were no longer functional. Also a 7.04% credit was given to the City for the impact of inflation on the cost of new construction versus what it would have cost if the work had been bid in January, 2003, as part of the original project. The

low bid received for this portion of the work was submitted by Hahner Foreman Harness for a total of \$104,830. Based on the concept of the City only paying for added value, but not for replacement cost or inflation, this total is divided as follows:

City of Wichita: \$86,986.10

Wilson Darnell Mann: \$17,843.90

A proven fact with interactive water fountains is that the larger the volume of water being treated, the easier it is to maintain safe sanitation levels. Also, the greater the volume of water that is being sprayed into the air, the more difficult it is to maintain safe sanitation levels. Based on the unique design of the Riverside Park fountain and the experience gained in working with it in 2004, Building Services is recommending that a 12,000 gallon water storage tank be constructed in lieu of the minimum 4,000 gallon tank specified in Ordinance 46-592. The cost of enlarging the 4,000 gallon capacity to 12,000 gallons would be the total responsibility of the City, but no changes to piping or other equipment would be required. This was bid as Alternate No. 1.

City of Wichita: + \$24,728.00 (Alternate No. 1)

It is recommended through the Board of Bids that the City contract with Hahner Forman Harness, Inc., General Contractors, for the Base Bid plus Alternate No. 1 totaling \$129,558. Contingent upon Council approving the contract with Hahner Forman Harness, it is recommended that the City enter into an Agreement with Wilson Darnell Mann whereby the City would be responsible for \$111,714.10 of the total contract and Wilson Darnell Mann would be responsible for \$17,843.90.

Financial Considerations: This Contract will be funded from the project budget. (Project No. 390148, OCA No. 785016) The unencumbered balance is \$422,251.66.

Legal Considerations: The Law Department has been involved in the negotiation of this recommended settlement and has approved the Agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the Agreement, and authorize the necessary signatures.

Agenda Item No. 7d.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0878

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Hillside Bridge at Range Road (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2004 Capital Improvement Program includes funding for improving Hillside Bridge at Range Road. The Staff Screening & Selection Committee selected Cook, Flatt & Strobel Engineers, P.A. (CF&S) for the design on April 1 & 2, 2004. On May 4, 2004, the City entered into an Agreement with CF&S for designing the Hillside Bridge for a fee of \$36,700.

Analysis: The Water Department has asked CF&S to design plans for the replacement of a section of 12" waterline on the Hillside Bridge. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to CF&S will be on a lump sum basis of \$7,700, and will be paid by Operating Revenues.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

COOK, FLATT & STROBEL ENGINEERS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the HILLSIDE BRIDGE AT RANGE ROAD.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

12" Water line replacement that
will be hung from the new bridge sidewalks.
(OCA No. 636148)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$7,700.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

COOK, FLATT AND STROBEL ENGINEERS, P.A.

(Name and Title)

ATTEST:

Agenda Item No. 7e.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0879

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for the Intersection of Maple and Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2004 Capital Improvement Program includes funding for improving the intersection of Maple and Ridge. The Staff Screening & Selection Committee selected MKEC Engineering Consultants, Inc. (MKEC) for the design on October 22, 2003. On April 6, 2004, the City entered into an agreement with MKEC for designing the intersection for a fee of \$57,500.

Analysis: The scope of services provided for dual left turn lanes at all four approaches to the intersection and the traffic signal system upgraded. MKEC has been also asked to design and prepare plans for the removal and replacement of additional pavement and storm water sewer outside the original project limits. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$14,400, and will be paid by is General Obligation Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 6, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 6, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the Intersection of Maple and Ridge (Project No. 472 83856).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design and prepare plans for the removal and replacement of
all corrugated metal storm sewer within the project limits
as outlined in the SCOPE OF SERVICES (Exhibit A).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$14,400.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

Exhibit "A"

SCOPE OF SERVICES

SUPPLEMENTAL TO
INTERSECTION OF MAPLE & RIDGE
(Project No. 472 83856)

The ENGINEER is to provide professional services for Plan Development in addition to those services previously agreed upon for the construction of intersection improvements at the intersection of Maple Avenue and Ridge Road. These supplemental services result from a change in the original project scope as recommended by the Engineering Division of the Department of Public Works.

A detailed cost estimate of the proposed construction, including the items in the expanded scope, is to be prepared by the ENGINEER as part of the Plan Development Phase.

In connection with the services to be provided, the ENGINEER shall:

A. PLAN DEVELOPMENT PHASE

1. Design and prepare plans for the removal and replacement of all corrugated metal storm sewer within the project limits. Storm sewer plans shall include plan and profiles of the pipe to be installed. Details for the removal and replacement of additional pavement and curb required to accommodate storm sewer replacement shall be part of the scope.

2. Extend the condition evaluation of existing concrete pavement within the project limits for the purpose of utilizing the remaining project construction budget for existing pavement repair. The condition evaluation should rank the severity of pavement distresses and prioritize the repairs to be made. The project is to be bid with pavement repair as a measured quantity bid item, allowing the quantity to be adjusted during construction. Separate plan sheets displaying existing and proposed concrete jointing and proposed pavement repair will be developed.

Agenda Item No. 7f.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0880

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in The Waterfront Addition (north of 13th, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the storm water drainage improvements in The Waterfront Addition on March 22, 2005. On April 19, 2005 the City approved an Agreement with MKEC Engineering Consultants, P.A. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and MKEC provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering and staking for this project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$25,800 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 19, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 19, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in THE WATERFRONT ADDITION (north of 13th, east of Webb).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)
STORM WATER DRAIN NO. 250
(Project No. 468 83950, OCA No. 751394).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83950 \$25,800.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

Agenda Item #7g.

CITY OF WICHITA
CITY COUNCIL MEETING
October 4, 2005

Agenda Report No. 05-0881

TO: Mayor and City Council

SUBJECT: Renewal of Air Quality Program Grants

INITIATED BY: Environmental Services Department

AGENDA: Consent

RECOMMENDATION: Approve renewal of the grants contract.

BACKGROUND: Since 1972 the City has received grant funding from the Environmental Protection Agency to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, indoor air investigations, complaint investigations, and educational activities.

ANALYSIS: Three separate grants allow the Department of Environmental Services to provide comprehensive air quality services that address public health and environmental protection issues throughout the county. This Federal and State support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for thirty-three years, and the department has maintained good working relationships with EPA & KDHE staff during this time. Continued cooperation is essential in dealing with the air quality issues inherent in a growing urban region such as the Wichita metropolitan area.

FINANCIAL CONSIDERATIONS: Four staff positions are supported through the grants.

- The EPA Section 103 grant amount for FY 2006 will be \$58,339. This grant does not require local matching funds.
- The EPA Section 105 grant amount for FY 2006 will be \$90,564. Use of support staff time, office space and utilities are provided by the City of Wichita as a required 40% local match.
- The KDHE grant amount for FY 2006 will be \$151,479. This grant does not require local matching funds.

LEGAL CONSIDERATIONS: The Law Department has approved the contract as to form.

RECOMMENDATIONS/ACTION: Approve renewal of the grants and authorize the necessary signatures.

Agenda Item # 7h.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report # 05-0882

TO: Mayor and City Council

SUBJECT: Blind and Physically Handicapped (Talking Books) Contract

INITIATED BY: Library

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Wichita Public Library is one of five agencies that deliver library service to blind and physically handicapped residents of Kansas through contracts with the Kansas State Library. The Wichita site delivers service to eligible customers from all of Sedgwick County and fifteen counties in Southeast Kansas. Although Wichita's participation as a contracting agency has been in place for many years, annual contracts renewing the relationship with the State Library are required because federal funds are included in the contract payment.

Analysis: Wichita's ability to house a subregional library for the blind and physically handicapped allows the Library to enhance service to customers with special needs. While most users of this service must rely on toll-free phone and mail access to the library service, Wichita's customers have the added benefit of receiving walk-in service from Wichita's Central branch library. Senior centers, retirement and nursing homes, special education centers and other agencies also benefit from having subregional staff locally available to promote and/or present training about this program. The program budget was reviewed and approved by the Library Board of Directors during its September 20, 2005 meeting.

Financial Considerations: The grant includes a base payment with supplemental funds divided by the share of the statewide service delivery. No local match is required. The Wichita contract for the 2005-2006 year will be \$114,737, an increase of less than 1% from the previous year. Through staffing realignments, the Library proposes a budget for the contract year that no longer requires subsidies from other department grant funds.

Legal Considerations: The contract has been reviewed and approved by Law Department staff.

Recommendation/Action: It is recommended that the City Council approve the 2005-2006 Talking Books Service contract and authorize the necessary signatures.

Agenda Item No. 8.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0883

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Brentwood South Addition (east of Webb, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Brentwood South Addition on September 13, 2005.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. (R&B) provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Brentwood South Addition. Per Administrative Regulation 7a, staff recommends that R&B be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$36,450, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT for PROFESSIONAL SERVICES between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

BRENTWOOD SOUTH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90111 serving Lots 29 and 30, Block 3; Lots 9 through 28, Block 6; Lots 1 through 12, Block 7, Brentwood South Addition (east of Webb, north of Pawnee) (Project No. 448 90111).

LATERAL 381, FOUR MILE CREEK SEWER serving Lots 1 through 3, 9 through 28, Block 6; Lots 1 through 3, 5 through 11, Block 7, Brentwood South Addition (east of Webb, north of Pawnee) (Project No. 468 84071).

STAFFORD from the north line of Pawnee to the east property line of Lot 9, Block 6; STONEYBROOK from the north line of Stafford to a point approximately 100 feet north; STAFFORD COURT from the north line of Stafford to and including the cul-de-sac (Lots 1 through 7, Block 7); STAFFORD COURT from the east line of Stafford to and including the cul-de-sac (Lot 13 through 24, Block 6) (east of Webb, north of Pawnee) (Project No. 472 84270).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Brentwood South Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90111	\$ 6,900.00
Project No. 468 84071	\$ 7,050.00
Project No. 472 84270	\$22,500.00
TOTAL	\$36,450.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be

paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY's Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The Engineer's contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The Project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to

be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by October 14, 2005. (Project No. 448 90111).

b. Plan Development for the sewer improvements by October 14, 2005. (Project No. 468 84071).

c. Plan Development for the paving improvements by October 14, 2005. (Project No. 472 84270).

Agenda Item No. 9.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0884

TO: Mayor and City Council Members

SUBJECT: Change Order: River Corridor Improvements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On April 5, 2005, the City Council approved a construction contract with Dondlinger and Sons for River Corridor improvements. A part of the project is putting 90 augured concrete piles into the ground to support The Keeper of the Plains Plaza. Actual in place testing has determined that the piles need to be extended deeper into the underlying clay layer to provide adequate support.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$10,566 with the total paid by General Obligation Bonds. The original contract amount is \$20,595,000. This Change Order plus previous change orders represents .05% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

August 23, 2005

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Dondlinger & Sons Project: Wichita River Corridor Improv.
 Proj. and Cable Stayed Pedestrian Bridges over Big and Little
 Arkansas Rivers

Change Order No.: 2 Project No.: 87TE-0176-01/472-82799

Purchase Order No.: 500600 OCA No.: 706556/715691

CHARGE TO OCA No.: 706556 PPN: 405209/242107

Please perform the following extra work at a cost not to exceed \$10,565.60

Measured quantities for the 90 auger cast piles at the Keeper Plaza overran by 264.14 feet to achieve adequate penetration in the underlying clay layer for bearing. Add 264.14 lf of auger cast piles at the bid measured quantity price of \$40.00 per lf.

Measured Quantity Bid Item:

AGENDA: Consent

-
Recommendation: Approve the acquisition.

Background: On November 4, 2003 City Council approved a project to improve Central, between Oliver and Woodlawn. The improvement plans call for partial acquisitions of seven parcels. One acquisition at 6000 East Central requires a 1,351.8 square foot strip take of land. The property is operated by the owner and situated on a 43,560 square foot site.

Analysis: The property owner has agreed to accept \$16,475. \$12,500 for the acquisition of a permanent easement and \$3,975 for the cost to reset store advertising sign. The building improvements will not be impacted by this acquisition.

Financial Considerations: The funding source for the City share of the project is General Obligation Bonds with Federal monies. A budget of \$16,800 is requested. This includes \$16,475 for the acquisition, and \$325 for closing costs and title insurance.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts; and 3) Authorize all necessary signatures.

Agenda Item No. 10b.

CITY OF WICHITA
City Council Meeting
October 4, 2005

Agenda Report No. 05-0886

TO: Mayor and City Council Members

SUBJECT: Acquisition of Permanent Easements for Integrated Local Water Supply Plan

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water

resource projects to meet the City's future water needs. On October 10, 2000 City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: Twenty-two sites were identified as necessary for the location of a twenty-four inch water line to serve recharge/recovery wells, recharge well, or recharge basins. Three of the twenty-two have been secured. Six more landowners (Bontrager, Hill, Thach, Lohrenz, Smith and Hinnars) of the identified sites have agreed to provide these pipeline easements and temporary construction easements to the City of Wichita for a respective 21,035 or the equivalent to \$1,500 per acre.

Financial Considerations: A budget of \$22,235 is requested; this includes \$21,035 for acquisition and \$1,200 for title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the permanent easement; and 3) Authorize all necessary signatures.

Agenda Item No. 11.

City of Wichita
City Council Meeting

October 4, 2005

Agenda Report No. 05-0887

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure. (District I)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

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Recommendations: Adopt the resolution.

Background: On September 12, 2005 the Board of Code Standards and Appeals (BCSA) held a hearing on the following property. This property is considered a dangerous and unsafe structure, and is being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Improvement notices have been issued on this structure, however, compliance has not been achieved. A pre-condemnation and formal condemnation letter was issued and the time granted has expired. No action has been taken to repair or remove this property.

Property Address
a. 1135 North Piatt

Council District
I

Legal Considerations: This structure has defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause it to be deemed as a dangerous and unsafe building, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the resolution to schedule a hearing and place this matter on the agenda for a Hearing before the Governing Body on November 15, 2005 at 9:30 a.m. or as soon thereafter.

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 5, 8, 9, AND 10, MERCER'S SUBDIVISION OF LOT 6, TARLTON'S 2ND ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1135 N. PIATT MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 4th day of October, 2005, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 15th day of November, 2005, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 5, 8, 9, and 10, Mercer's Subdivision of Lot 6, Tarlton's 2nd Addition to Wichita, Sedgwick County, Kansas, known as: 1135 N. Piatt, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 45 feet in size. Vacant, for at least 2 years, this structure

has a cracking and shifting block foundation; broken and missing siding shingles; deteriorated roof; cracking and bowing concrete front porch; exposed framing members and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 4th day of October, 2005.

Carlos Mayans, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Agenda Item No. 12.

CITY OF WICHITA
City Council Meeting
October 4, 2005

Agenda Report No. 05-0888

TO: Mayor and City Council Members

SUBJECT: Lease for Space at Health Department, 1900 East 9th (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the lease.

Background: Sedgwick County leases space from the City of Wichita at the Health Department building at 1900 East 9th Street. The County utilizes the space for personal health programs and administrative uses. The County has leased space from the City for this use since the Health Department was reorganized.

Analysis: The County has vacated a portion of the space that is covered by the existing lease. New leases were drafted to reflect the actual amount of space occupied. The lease rate is \$9.66 per square foot per year. This amount equates to the City's cost to operate the building and represents a recapture of operating expenses. The lease term is three years.

Financial Considerations: The lease revenue will be credited to the Health Department budget to offset operating costs of the facility.

Legal Considerations: The Law Department has approved the lease as to form.

Recommendation/Action: It is recommended that the City Council; Approve the Lease Agreement and authorize all necessary signatures.

Agenda Item No. 13.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0889

TO: Mayor and City Council

SUBJECT: Drug Court Enhancement Grant Award

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the grant award.

Background: The Wichita Municipal Drug Court Program, created in 1995, was one of the first 100 established nationwide and was the first established in Kansas. The Drug Court is a deferred judgment program that provides a non-traditional, therapeutic approach to dealing with criminal offenders who are substance abusers. The judge, prosecutor, probation officer and treatment provider work as a team using a non-adversarial approach to encourage and promote substance free behavior. The components of the program include intensive treatment, regular court appearances, random drug testing, education and counseling. The primary mission of the Drug Court is to rehabilitate the participant through intensive drug and alcohol treatment with accountability and responsibility being key components of the overall program. The Drug Court Program is a successful program with a seven percent (7%) recidivism rate among its graduates. Since the year 2000, there have been 1,437 accepted on the diversion program, a 66 percent graduation rate and 160 currently in the program. Although the program is successful, there has been a significant decline in the number of applicants despite an increasing number of drug/drug related charges. The decline is due in part to: 1) The perception that Drug Court is “too hard”; and, 2) The increasing cost of treatment, an essential element of the program.

Analysis: The U.S. Department of Justice, Bureau of Justice Assistance accepted grant proposals for the improvement and enhancement of drug courts. The Municipal Court applied for funds on March 22, 2005 to expand the program to offer the same resources available to Drug Court defendants to those defendants in our community who have been placed on probation. The focus

of the enhanced program will be toward repeat offenders who have failed traditional adjudication and treatment. These defendants are substance abusers who continue to come back to the Municipal Court for additional “petty” crimes. Many of these defendants cannot keep a job due to their addiction; therefore, they are unable to pay for treatment. Grant funds are sought to pay treatment costs and to support on-going training for the Drug Court staff.

Financial Considerations: The grant application totaled \$335,075. The City of Wichita has been awarded \$200,000 under the FY 2005 Drug Court Discretionary Grant Program. The grant will pay probationers’ treatment costs and on-going training for the Drug Court staff. The grant requires a minimum of 25 percent matching funds. The City’s match will be provided by in-kind funding of \$85,075 and \$50,000 cash match with local funds already budgeted in the 2005 budget.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the grant award and authorize the Mayor to sign.

Agenda Item No. 14.

CITY OF WICHITA
City Council Meeting
October 4, 2005

Agenda Report No. 05-0890

TO: Mayor and City Council Members

SUBJECT: Title Insurance, Abstract and Other Related Services – Selection of Vendor

INITIATED BY: Office of Property Management

AGENDA: Consent

-

Recommendation: Approve the selection of First American Title for title insurance, abstracts and other related services.

Background: City departments require various types of title, abstract and closing services. To obtain the most qualified title company to provide this service at a cost that would be beneficial to the City, a Request for Proposal was sent to thirteen vendors. One response was received that met all requirements of the proposal.

Analysis: As only one proposal was received, a selection committee was not required. The proposal received from First American was compared to the current contract, which was approved in 2002. Only minor increases were noted. First American is the current provider of title services and has performed very well. The proposal provides a fair and reasonable price for the services provided.

Financial Considerations: The contract does not obligate the City to any specific purchases or volume of purchases on title services but provides the City the ability to obtain title and closing services from a qualified, cost-effective vendor. The contract provides for various types of title, abstract, and closing services to be provided on a fixed cost per item.

Legal Considerations: The Law Department has reviewed the contract as to form. The contract will be for one year with annual renewal options for an additional two years.

Recommendation/Action: It is recommended that the City Council; 1) Approve the selection of First American to provide title insurance, abstracts and other related services, and 2) Authorize all necessary signatures.

Agenda Item No. 16.

CITY OF WICHITA
City Council Meeting
October 4, 2005
Agenda Report No. 05-0891

TO: Mayor and City Council Members

SUBJECT: Payment of Condemnation Award (Case No. 05 CV 2275) - Pawnee and Washington Intersection Improvement Project (District III)

INITIATED BY: Law Department

AGENDA: Consent

-

Recommendation: Authorize payment of the appraisers' award, together with appraisers' fees and court costs.

Background: The City has identified the need to acquire a tract of land located at 1027 East Pawnee in connection with a project to improve the intersection of Pawnee and Washington and widen Pawnee east of Washington. This property is owned by Eugene Aleteanu and Francisa Aleteanu. Earlier this year the City initiated eminent domain proceedings to acquire this property. On September 13, 2005, the court appointed appraisers filed their award. They

determined the compensation to be paid for the acquisition of the property to be \$97,500.00. The court awarded the three appraisers fees in the amount of \$6,000.00. Court costs are \$111.

Analysis: In order for the City to acquire this property, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before October 13, 2005.

Financial Considerations: The costs of acquiring these properties will be paid from project funds.

Legal Considerations: The City has until October 13, 2005, to decide whether or not to acquire the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned.

Recommendations/Actions: Authorize payment to the Clerk of the District Court in the amount of \$103,611.00 for acquisition of property interests condemned in Case No. 05 CV 2275.

Agenda Item No. 17.

CITY OF WICHITA
City Council Meeting
October 4, 2005
Agenda Report No. 05-0892

TO: Mayor and City Council Members

SUBJECT: Repurchase of Parcel at 31st Street South and the Turnpike (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

-

Recommendation: Approve the sale.

Background: On April 1, 2003, the City Council approved the sale of a tract of vacant land on 31st Street South just east of the Kansas Turnpike. After the approval, it was discovered that the parcel, while undeveloped, was officially a portion of Planeview Park. The contract approved by the City Council contained a provision that if the buyer did not initiate development within 24 months of purchase, the City could repurchase the site for the original sale price. The property was sold on October 2, 2003 for \$32,670.

Analysis: To date, the buyer has not initiated development of the site. He has placed the

property on the market for resale. The Park Board has approved the repurchase of the site. When acquired, the site will be reintegrated into the adjacent park ownership.

Financial Considerations: The Park Department has funds budgeted for land acquisition in 2005 in a sufficient amount to fund this sale. A budget of \$32,900 is requested, \$32,670 for the repurchase and \$230 for title work and closing.

Legal Considerations: The Law Department has reviewed the repurchase clause in the original contract and approved the above action per the clause.

Recommendation/Action: It is recommended that the City Council; 1) Authorize the repurchase; 2) approve the budget and 3) Authorize all necessary signatures.

Agenda Item No. 19.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0815A.

TO: Mayor and City Council

SUBJECT: Repair or Removal of Unsafe Structures
1304, 1308 & 1308 ½ North Piatt - District I

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendation: Adopt resolutions.

Background: These properties were before the Board of Code Standards and Appeals (BCSA) on July 11, 2005. No repairs had been made to the properties, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

The case was before Council for a hearing on September 13, 2005. Estate administrator, Patricia Barkus, appeared to represent the property, but was absent from the Council chamber during the hearing. Council adopted a resolution allowing ten (10) days to start, and ten (10) days to complete demolition of the structures.

Analysis: The administrator is attempting to sell the property, and is requesting additional time to do so.

As of the original City Council hearing date on September 13, 2005, the properties were unsecured, and there was junk, debris and tall weeds on the premises.

Taxes: The taxes are paid, but there are special assessments for weed mowing and lot cleanup in the amount of \$1,699.66.

Legal Considerations: The owner has been notified of the date and time of this hearing.

Recommendations/Actions: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owners of these findings.

Agenda Item No. 20.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0893

TO: Mayor and City Council Members

SUBJECT: Mid-America All-Indian Center Improvements (MAAIC) (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Project.

Background: The Mid-America All-Indian Center (MAAIC) is the only Native American organization in Wichita, which provides tourism activities, Native American cultural programs and social services to Native Americans.

The MAAIC is located at the confluence of the Big and Little Arkansas Rivers on land where the Wichita tribe camped more than one hundred years ago. The arrowhead-shaped building, located at 650 North Seneca, was a Bicentennial gift to all Indians from the people of Wichita.

Analysis: Since the center opened in 1977 improvements have been minimal. Remodeling of a significant urban and cultural building requires thorough research and understanding of original materials, design concepts, and methods used in the construction of the building. Improvements need to maintain the integrity of the building for future generations of visitors while meeting today's requirements. Items to be considered as part of this project include but are not limited to security, heating/cooling/humidification systems, wall and floor treatment, kitchen upgrades, lighting, sound system and ADA upgrades.

Financial Considerations: The project is authorized in the approved 2005-2014 Capital Improvement Program (CIP) (Project No. 435414, OCA No. 792482) at \$150,000 in 2006 and \$450,000 in 2007 for a total of \$600,000. The funding source is General Obligation bonds.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution, approve the project, authorize staff to select a consultant and authorize the necessary signatures.

Agenda Item # 21.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report # 05-0894

TO:	Mayor and Members of the City Council
SUBJECT:	Water and Sewer Utility Revenue Bonds, Series 2005C
INITIATED BY:	Finance Department
AGENDA:	New Business

Recommendation: Approve the bids.

Background: The City is offering for sale one series of Water and Sewer Utility Revenue Bonds (Series 2005C) totaling \$46,975,000 for the purpose of providing permanent financing for capital improvement projects of the Utility.

Analysis: The estimated principal amount for the bonds is based on an amount necessary to reimburse prior cash reserve expenditures. The debt is structured in such a way that it allows for inter-generational equity by spreading a portion of the costs out to a slightly longer term (25 years) than the typical 20-year utility debt term.

Sealed bids will be accepted via facsimile, walk-in sealed bids or electronically through I-Deal, LLC/PARITY Electronic Bid Submission System until 10:30 a.m. CST in the IT/IS Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:30 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds to the bidder whose proposed interest rates result in the lowest true interest rate.

Financial Considerations: The Series 2005C Bonds will mature serially over twenty-five years and will be paid from revenues collected by the Utility. The Series 2005C Bonds will be callable in 2015 with a 1% call premium, in accordance with the City's debt management policy.

Legal Considerations: Bond Counsel will review and approve the bids and the Law Department will approve the authorizing Ordinances and Resolutions which have been prepared by Bond Counsel.

Recommendation/Action: It is recommended that the City Council: (1) direct the opening and reading of the bids; (2) award the sale of the Bonds; and (3) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond Ordinance on the date of its introduction, adopt the Bond Ordinance and Resolution and authorize the publication thereof.

Agenda Item No. 22.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0895

TO: Mayor and City Council

SUBJECT: VAC2004-00059 Request to vacate a portion of a utility easement dedicated by separate instrument, generally located north of 21st Street North on the east side of Ridge Road.

(District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant proposes vacation of the greater portion of the 20-foot utility easement dedicated by separate instrument (Film 1912, Page 2598), located along the south property line of Lot 1, the Lake Ridge Commercial Second Addition. This Addition was recorded with the Register of Deeds on December 5, 1994. There is a sewer line and a manhole in the eastern portion of the platted utility easement, and Public Works is requiring that portion of the easement be retained. A water line did run inside the length of the easement. The applicant was required to move the water line per City Standards. Westar had equipment located in the easement. Westar has approved the relocation of their equipment.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

AGENDA ITEM #23.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0896

TO: Mayor and City Council Members

SUBJECT: SUB 2005-29 -- Plat of Newman University Second Addition, Located on the South Side of Kellogg and West of Meridian. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of four lots on 15.22 acres, is a replat of a portion of Crystal Addition, Martinson's Fifth Addition and College Green Addition. The site is located within Wichita's city limits and is zoned SF-5, Single-family Residential District, GO, General Office District and B, Multi-family Residential District.

Analysis: Municipal water is available to serve the site. A Petition, 100 percent, and a Certificate of Petition were submitted for the extension of a sanitary sewer. A Restrictive Covenant was submitted to provide ownership and maintenance of the reserves being platted for drainage purposes. Due to the proposed realignment of McCormick, a Temporary Street Right-of-Way Dedication was submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition, Restrictive Covenant and Temporary Street Right-of-Way Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents, authorize the necessary signatures and adopt the Resolution.

Agenda Item No. 24.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0897

TO: Mayor and City Council Members

SUBJECT: SUB 2005-79 -- Plat of Fairmont Fourth Addition, Located North of 21st Street North and West of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of three lots on .66 acres, is located within Wichita's city limits and is zoned SF-5, Single-family Residential District.

Analysis: Petitions, all 100 percent, and a Certificate of Petitions were submitted for sewer, water, paving and drainage improvements.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Legal Considerations: The Certificate of Petitions will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item 25.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0898

TO: Mayor and City Council Members

SUBJECT: CUP2002-00038 (DP-67 Amendment #5) and ZON2002-00055 – Extension of time to complete the platting requirement for an amendment to the Northborough Community Unit Plan (CUP) and a zone change from “GO” General Office and “MF-18” Multi-Family Residential to “OW” Office Warehouse. Generally located south of 21st Street North and east of Woodlawn. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve extended platting deadline of February 8, 2006.

Background: On January 7, 2003, the City Council approved an amendment to the Northborough Community Unit Plan and a zone change from “GO” General Office and “MF-18” Multi-Family Residential to “OW” Office Warehouse for approximately 47 acres located south of 21st Street North and east of Woodlawn. Approval was subject to the condition of platting the property within one year. A second platting extension was approved by the City Council on May 10, 2005, extending the platting deadline to August 31, 2005. Submitted letter states that the agent for the applicant has filed a plat for a public hearing, and he is proceeding with finalizing the plat. The applicant has requested an extension of time to complete platting to February 8, 2006.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted to February 8, 2006. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change. Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extension of time to complete platting to February 8, 2006.

Agenda Item #26.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0899

TO: Mayor and City Council Members

SUBJECT: CUP2002-00039 (DP-263) and ZON2002-00057 – Extension of time to complete the platting requirement for the Woodborough Commercial Community Unit Plan and a zone change from “SF-5” Single-Family to “LC” Limited Commercial. Generally located south of Rockhill and east of Woodlawn. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of February 8, 2006.

Background: On February 4, 2003, the City Council approved the creation of DP-263 Woodborough Commercial CUP and a zone change from "SF-5" Single-Family to "LC" Limited Commercial on approximately seven acres generally located south of Rockhill and east of Woodlawn. Approval of the request was subject to the condition of platting the property within one year. An extension of time to complete platting subsequently was granted by staff on March 4, 2004, which required the plat to be completed by May 4, 2005. Another platting extension was approved by the City Council on May 10, 2005, extending the platting deadline to August 31, 2005.

A plat of the property was approved by the Planning Commission on March 11, 2004. However, the conditions of platting have yet to be completed, and the extended platting deadline has lapsed.

The applicant indicates in the submitted letter from their agent that platting the property has been delayed while negotiating with Westar regarding a utility easement and resolving issues with Traffic Engineering. Therefore, the applicant has requested an extended platting deadline of February 8, 2006. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of February 8, 2006.

Agenda Item #27.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report #05-0900

TO: Mayor and City Council Members

SUBJECT: CUP2003-00052 (DP-268) and ZON2003-00050 – Extension of time to complete the platting requirement for the Holland Commercial Community Unit Plan and a zone change from “SF-5” Single-Family and “LC” Limited Commercial to “GC” General Commercial. Generally located north of Kellogg and west of Tyler. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of February 8, 2006.

Background: On December 16, 2003, the City Council approved the creation of DP-268 Holland Commercial CUP and a zone change from “SF-5” Single-Family and “LC” Limited Commercial to “GC” General Commercial on approximately 12 acres generally located north of Kellogg and west of Tyler. Approval of the request was subject to the condition of platting the property within one year. A plat of the property was submitted, but deferral of any action on the plat was requested by the applicant prior to any hearings on the request. The applicant indicates in the submitted letter from their agent that platting the property has been delayed while resolving traffic study issues with Traffic Engineering and other interested parties. Therefore, the applicant has requested an extended platting deadline of February 8, 2006. Such an extension of time to complete platting requires City Council approval.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of February 8, 2005.

Agenda Item No. 28.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0901

TO: Mayor and City Council Members

SUBJECT: Consider a resolution to authorize the support for and filing of 2008 Transportation Enhancement Program applications to the Kansas Department of Transportation in support of the proposed Repair of the Belmont Arches.
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the resolution.

Background: Transportation Enhancement is a funding category of the federal transportation program (TEA-21). The Kansas Department of Transportation (KDOT) will receive application for Enhancement projects from cities and counties throughout Kansas and select those projects that meet KDOT's funding eligibility criteria. The three categories under enhancement are: 1) historic preservation of transportation structures 2) scenic and environmental and 3) pedestrian and bicycle facilities. Kansas' share for these three Enhancement categories is typically about \$8-10 million, but the exact allocation for fiscal year 2008 projects has not been released at this time. Applications sponsored by the City of Wichita will compete for these funds with other statewide projects. Only tax levying entities can sponsor applications; however, private funds may be used as local match. KDOT will announce the awards in the Spring of 2006.

Analysis: The Belmont Place Homeowner Association has been actively pursuing means of financing the restoration of the Belmont Arches located at Central and Belmont and at Douglas and Belmont. The College Hill Neighborhood Association has also been supportive of this effort. The preservation of the Belmont Arches is consistent with adopted neighborhood plans and will be submitted to KDOT for Transportation Enhancement funding consideration. The Belmont Place Homeowner Association has coordinated this project with Council member Schlapp.

On October 7, 2005, the Belmont Arches project application will be submitted to the Wichita Area Metropolitan Planning Organization (WAMPO) for review to ensure that the project is compliant with WAMPO's long-range transportation plan. In addition, a resolution of support and commitment must be approved by the Wichita City Council as a required component of the application. Upon City Council approval and completion of WAMPO's review, the City of Wichita will submit this application to KDOT for transportation enhancement funding consideration. The deadline to submit applications to KDOT is November 7, 2005.

Financial Considerations: KDOT requires a minimum 20 percent local match. The total construction and engineering cost of the proposed Belmont Arches project is \$160,000. The City

of Wichita needs to contribute a total of \$32,000 in local match, which is 20% of the total construction and engineering project cost. The City of Wichita Capital Improvement Program (CIP) FY 2008 set aside \$32,000 specifically for the proposed Belmont Arches project.

The City of Wichita Capital Improvement Program (CIP) allocates \$400,000 each year in the CIP to support Transportation Enhancement projects.

Legal Considerations: All projects must be approved by the Wichita Area Metropolitan Planning Organization (WAMPO) for conformity with long-range transportation plans. The Wichita City Council must also approve the filing of the application through a resolution that also states that the City accepts responsibility for coordination of these projects and is committed to funding 20% of the total project cost as a local match contribution.

Recommendations/Actions: It is recommended that the City Council approve the resolution of support and authorization for application submittal to the KDOT.

Agenda Item No. 28A.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0904

TO:	Housing Authority Board Members
SUBJECT:	Public Hearing - Five-Year and Year 2006 Annual Agency Plans
INITIATED BY:	Housing Services Department
AGENDA:	Housing Authority

Recommendation: Conduct the Public Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority Five-Year and Year 2006 Annual Agency Plans.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare a five-year plan showing the needs and goals for that period and a more detailed annual operating plan. The annual plan must include, among other things, information on the housing needs of the locality, population served, method of rent determination, operation policies and procedures, capital improvements, unmet

housing needs of families with income less than 30 percent of median income, homeownership efforts and efforts to coordinate programs and other items.

Analysis: Section 511 of the QHWRA requires the board of directors of housing authorities to conduct a public hearing to discuss the housing authority plans and to invite public comment regarding the plans. In the event that the Housing Authority Board receives public comment, written or oral, which is deemed significant enough to amend the plans, the Housing Authority Board may amend the plans and certify the plans as amended. After the Housing Authority Board has considered comments submitted at the hearing and approve the WHA Five-Year and Year 2006 Annual Plans, subject to any amendments, the WHA staff will transmit the policies and programs via an electronic template for submission. The relative Plan template is attached.

Legal Considerations: The certification of the Five-Year and Year 2006 Annual Plans will bring the WHA into compliance with the Quality Housing and Work Responsibility Act of 1998.

Financial Considerations: The 2006 Capital Fund Budget request is a part of the 2006 Annual Plan and represents the submission approval of the Wichita Housing Authority's Governing Board.

Recommendation/Action: Conduct the Public Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority Five-Year and Year 2006 Annual Agency Plans.

Agenda Item No. 29.

City of Wichita
City Council Meeting
October 4, 2005

Agenda Report No. 05-0902

TO: Wichita Airport Authority

SUBJECT: *Airfield Pavement – Construction of Taxiway “L”, “L-1,
Compass Pad and Apron, Extension of Taxiway “H” and “H-1”
Supplemental Agreement No. 2
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement and budget adjustment.

Background: On July 12, 2005 the Wichita Airport Authority approved combining the Taxiway “L” and Taxiway “H” projects. A grant application and receipt of funds from the Federal Aviation Administration (FAA) was also approved at that time.

Analysis: During construction, resident engineering and construction-related services are necessary in order to comply with Federal requirements. A supplemental agreement has been prepared to authorize the necessary construction-related services as well as additional design services.

Financial Considerations: The cost of the construction-related services and additional design is \$660,453.71 and will be funded with an FAA grant, Passenger Facility Charges and Airport Revenue. The budget will need to be increased by \$100,000, and funds are identified in the approved Capital Improvement Program.

Legal Considerations: The agreement has been approved by the Law Department and has been submitted to the Federal Aviation Administration for approval. The Law Department has also approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement, adopt the resolution, approve the budget adjustment, and authorize the necessary signatures.

(Published in the Wichita Eagle on _____, _____.)

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, Airfield Pavement (Taxiway “H”, “H-1”, “L”, “L-1” , apron reconstruction and compass rose construction) to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, _____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 30.

City of Wichita
City Council Meeting

October 4, 2005
Agenda Report No. 05-0903

TO: Wichita Airport Authority

SUBJECT: Tenant Improvements- Security Gate "E"
Change Order 1
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On November 16, 2004 the Wichita Airport Authority approved a project for site preparations and improvements for tenant development.

Analysis: A final change order has been prepared to allow for adjustment of quantities and work that occurred during construction.

Financial Considerations: The change order of \$702 is within the approved budget and will be funded with General Obligation bonds paid for with Airport revenue and recovered through land rent. Total change orders are less than one-percent of the original contract amount.

Legal Considerations: The Law Department has approved the change order.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize necessary signatures.